

11-04-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings => => =>

OFFICE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): General Electric Company
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State New York
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Crompton Corporation
Internal Address:
Street Address: Benson Road
City: Middlebury State: CT Zip: 06749
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: July 31, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78274894
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elaine C. Doolan
Internal Address:
Street Address: Robinson & Cole LLP
280 Trumbull Street
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$40.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 18-1685
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Elaine C. Doolan Signature Date 10/30/03

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/03/E003 ECOOPER 00000102 78274894

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40.00 DP

TRADEMARK REEL: 002855 FRAME: 0845

DEED OF TRADEMARK ASSIGNMENT

This Deed of Trademark Assignment ("Agreement"), effective as of the 31 day of July, 2003 ("Effective Date"), is from **GENERAL ELECTRIC COMPANY**, a corporation organized and existing under the laws of the State of New York ("Assignor") to **CROMPTON CORPORATION**, a corporation organized and existing under the laws of the State of Delaware, formally known as CK Witco Corporation, a successor by merger to Witco Corporation, a successor by merger to OSI Specialties Holding Company, a successor by merger to OSI Specialties, Inc. ("Assignee").

WHEREAS, Assignor is the beneficial owner of the entire right, title and interest, whether statutory or common law rights, in and to U.S. Trademark Application No. 78/274,894 filed on July 16, 2003 for the mark VIDIANT ("Assigned Trademark").

WHEREAS, Assignee is desirous of acquiring the entire right, title interest in and to the Assigned Trademark, and the goodwill of the business with which the Assigned Trademark is used and which is symbolized by the Assigned Trademark.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its successors and assigns, the entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademark and the registration thereof without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademark is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement.
2. Assignor represents and warrants that it has good and marketable title to, and owns outright the Assigned Trademark and it is free and clear of all liens, mortgages, pledges, conditional sales contracts, charges, leases, administrative orders or decrees or encumbrances whatsoever, and it has full right to convey the entire interest herein assigned, and that is has not executed, and will not execute, any agreements inconsistent herewith.

3. Assignor agrees to, and at any time upon request, without further or additional consideration, shall cause its employees, agents and consultants to, execute any and all additional documents and to take such other actions as may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.
4. This Agreement is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.
5. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligation imposed by this Agreement shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Deed of Trademark Assignment to be duly executed and delivered as of the Effective Date.

GENERAL ELECTRIC COMPANY

By: Catherine Mennenga
Name: Catherine Mennenga
Title: Associate Trademark Counsel

CROMPTON CORPORATION

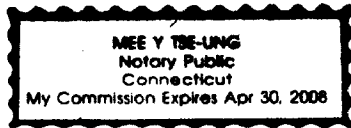
By: Daniel Reitenbach
Name: Daniel Reitenbach
Title: Assistant Secretary

STATE OF CONNECTICUT)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of October, 2003, by Catherine Mennenga of GENERAL ELECTRIC COMPANY, as ~~his~~ act and deed, and the free act and deed of General Electric Company.

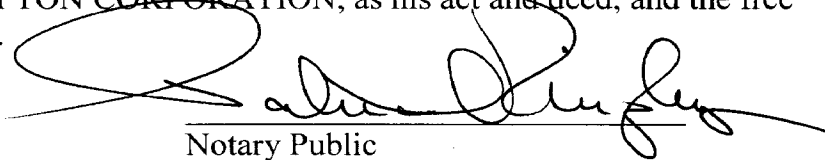


Notary Public
My commission expires:



STATE OF CONNECTICUT)
) :SS
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me this 23rd day of October, 2003, by Daniel Reitenbach of CROMPTON CORPORATION, as his act and deed, and the free act and deed of Crompton Corporation.



Notary Public
My commission expires:

